INVITATION TO BID	0 10	BIDS WILL BE PU	BLICLY	OPENED:
STATE OF LOUISIANA		MAY 04, 20	010	02:00 PM
LA DEPT OF PUBLIC SAFETY & CORRECT HQ-PURCHASING	The state of the s	PURCHASING AGEN	CY NO. :	400PUR
====> VENDOR NO. : SOLICITATION : 2239536				
FILE NO. : OPENING DATE: 05/04/10		SEE NO. 8 BELO	W. RET	
VENDOR NAME AND ADDRESS	7	2239536	05/04/10	02:00 PM
====>		HQ-PURCHASING PURCHASING/CORF P.O. BOX 94304 504 MAYFLOWER ST BATON ROUGE, LA	RECTIONS REET 70804-930	SERVICES
FILL IN VENDOR NUMBER (FEIN), NAM ADDRESS ABOVE, BEFORE SUBMITT		BUYER BUYER PHONE DATE ISSUED REQ. AGENCY PRISON EN AGENCY REQ. NO. ISIS REQ. NO. VENDOR PHONE FISCAL YEAR CLASS/SUBCLASS SCHEDULED BEGIN DA SCHEDULED END DATE T-NUMBER	: (229 : 04/2 : 811 NTERPRISE : 811 : 133 : : 10 : 180	000 FOLD HERE> ES -99681 :2489
CHEMICALS (QPL) - HUNT SOAP PLANT - PE MAY 2010 DELIVERY				
	PLETED BY VENDOR			
PLEASE REMOVE FROM THIS COMMODITY CODE. DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECE CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRABUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. BID BOND ATTACHED, CERTIFIED CHECK ATTACHES. BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RES	ITY (30) DAYS. CASH DISC WILL NOT BE CONSIDEREI ACTS, CASH DISCOUNTS W HED,OTHER, I	O IN ILL BE ACCEPTED AND TAKE F REQUIRED.	N	
INSTRUCTION	ONS TO BIDDERS			
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPI 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OF THE PRICES SHALL INCLUDE MAY BE DESTINATION.	S, ERASURES OR OTHER F	'IDED. BIDS CONTAINING "PA	YMENT IN AD	FOLD HERE>
OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MAD INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: N/A	·		OTED	
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. 7. DESIRED DELIVERY:		v. J.J.	EARI V MARKE	ED WITH
THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SP 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE ST	PECIAL ENVELOPE IF FURN TATE OF LOUISIANA INCLU	ISHED FOR THAT PURPOSE. DING BUT NOT LIMITED TO L.F	R.S. 39:1551-1	736;
PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDAF IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE				IUNS LISTED
SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITH BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID I	OUT COLLUSION OR FRAU	D. THIS BID IS TO BE MANUA	LLY SIGNED II	N INK
VENDOR PHONE NUMBER:	TLE		DATE	
FAX NUMBER:				
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)		BIDDER R PRINTED)		

STANDARD TERMS & CONDITIONS	INVITATION TO BID	
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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA

NΔ

NA

13. BID FORMS.

ALL WRITTEN BIDS. UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND:
- B. BID FILLED OUT IN PENCIL: AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT

14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFOMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

LINESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SQLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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21. NEW PRODUCTS.

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT.
WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS
OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT
PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

- 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
- 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
- 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

SPECIA	AL TER	MS & CO	ND	ITIONS	INVITATION TO BID	
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	A	PREFEREI	VCE	E MAY BE ALL	NCE WITH LOUISIANA REVISED STATUTES 39:1595, OWED FOR PRODUCTS MANUFACTURED, PRODUCED, LOUISIANA OF EQUAL QUALITY.	
	DC	YOU CLA	A <i>II</i>	THIS PREFE	RENCE? YES	
	SF	PECIFY L	ΓNΕ	NUMBER(S):		
					LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, MBLED:	
	(N	OTE: II	7 N	MORE SPACE I	S REQUIRED, INCLUDE ON SEPARATE SHEET.)	
	DC	YOU HAT	/E	A LOUISIANA	BUSINESS WORKFORCE? YES NO	
					HAT AT LEAST FIFTY PERCENT (50%) OF YOUR FORCE IS COMPRISED OF LOUISIANA RESIDENTS?	
	YE			NO		
					E INFORMATION MAY CAUSE ELIMINATION FROM ES SHALL NOT APPLY TO SERVICE CONTRACTS.	
	SE ST	RVICES, ATEWIDE	RE DE	ESERVES THE . ELIVERY FROM	T OF PUBLIC SAFETY AND CORRECTIONS, CORRECTIONS RIGHT TO REPURCHASE THE ABOVE ITEM(S) FOR THE DATE OF THE ORIGINAL PURCHASE ORDER, AT AND CONDITIONS SHOWN FOR A PERIOD OF:	
		3 <i>I</i>	101\	ITHS		
		6 N	10I\	ITHS		
		9 N	101\	ITHS		
		1 5	(EA	1.R		
	AC VE	CEPTANCE	E C	OF ONE OF TH. TTIALS IN ON	E REPURCHASE OPTIONS IS INDICATED BY E OF THE SPACES ABOVE. PLEASE INITIAL	
	TH IS RE	IE TIME S CLATE OF CCTIONS F	SPE RES	ECIFIED ON T INSATISFACTO SERVES THE R	MAKE DELIVERY OR COMPLETE THE SERVICE WITHIN HIS PURCHASE ORDER, OR IF THE DELIVERY/SERVICE RY, THE DEPARTMENT OF PUBLIC SAFETY AND CORIGHT TO CANCEL AND PURCHASE ELSEWHERE, CHARGING O THE VENDOR ON THE ORIGINAL PURCHASE ORDER.	
	BI SE FC	DDERS WI LF-ADDRE RMATION.	TLI ESS	J BE NOTIFIE SED STAMPED : VENDORS MAY	ACCORDANCE WITH L.A.C. 34: I.535, UNSUCCESSFUL D OF THE AWARD PROVIDED THAT THEY SUBMIT A ENVELOPE OR EMAIL ADDRESS REQUESTING THIS IN- ALSO VIEW AWARD INFORMATION ONLINE AT: IANA.GOV/OSP/LAPAC/PUBMAIN.ASP	

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5 SHIPPING: MATERIAL IS TO BE PACKED SO AS TO NOT BE DAMAGED IN ANY WAY. AGENCY WILL NOT ACCEPT IF DAMAGED. PACKING SLIP/INVOICE MUST ACCOMPANY EACH SHIPMENT.

SHIPPING REQUIREMENTS: EACH SHIPPING CONTAINER SHALL BE CLEARLY MARKED WITH AT LEAST THE FOLLOWING INFORMATION:

- (1) NAME OF CONTENTS
- (2) QUANTITY CONTAINED
- (3) PURCHASE ORDER NUMBER
- (4) NAME, ADDRESS & TELEPHONE NUMBER OF CONTRACTOR OR MANUFACTURER
- (5) APPROPRIATE PRECAUTIONARY STATEMENTS
- *** MSDS SHEET TO BE FURNISHED WITH SHIPMENT.
- ** INSPECTION: ALL ITEMS WILL BE SUBJECT TO INSPECTION AFTER DELIVERY AS TO QUALITY AND COMPLIANCE WITH THE BID SPECIFICATIONS. IF ANY ITEM IS INSPECTED AND FAILS TO MEET THE SPECIFICATIONS, THE COST OF INSPECTION WILL BE CHARGED TO THE VENDOR AND ANY DELIVERIES ALREADY MADE WILL BE HELD FOR THE VENDOR'S DISPOSITION OR RETURNED TO THE VENDOR VIA FREIGHT COLLECT.
- 6 PACKAGING: UNLESS OTHERWISE SPECIFIED, THE COMMODITIES SHALL BE PACKED IN SUBSTANTIAL COMMERCIAL CONTAINERS OF THE TYPE, SIZE AND KIND COMMONLY USED FOR THE PURPOSE, SO CONSTRUCTED AS TO INSURE ACCEPTANCE AND SAFE DELIVERY AS CALLED FOR IN THIS CONTRACT.
- 7 ALL MATERIALS FURNISHED UNDER THIS CONTRACT MUST COMPLY WITH ALL U.S. AND LOUISIANA LAWS AND RULES AND REGULATIONS FOR THE COMMODITIES LISTED HEREIN, INCLUDING OSHA REGULATIONS STANDARD 29CRF. ALL PRODUCTS SHIPPED AS PART OF THIS CONTRACT MUST BE PROPERLY LABELED WITH REQUIRED INFORMATION AND WARNINGS AND MUST ALSO BE SHIPPED WITH A MATERIAL SAFETY DATA SHEET (MSDS) FOR EACH PRODUCT SHIPPED.
- 8 THE PURCHASING AGENCY RESERVES THE RIGHT TO INSPECT AND TEST THE DELIVERED MERCHANDISE FOR COMPLIANCE WITH THE BID SPECIFICATIONS. IF MERCHANDISE FAILS TO MEET THE SPECIFICATIONS, THE COST OF TEST AND INSPECTION WILL BE PAID BY THE CONTRACTOR. IF THE MERCHANDISE IS IN COMPLIANCE, COST OF ALL TEST WILL BE PAID BY THE USING AGENCY.

INVITATI	ON TO E	BID		
BIDDER:				
QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL	
440	LB			
	BIDDER: QUANTITY FROM/TO	BIDDER: QUANTITY UNIT FROM/TO	QUANTITY UNIT UNIT PRICE FROM/TO	